

RULES PERTAINING TO THE USE AND ENJOYMENT OF THE PJKK FITNESS CENTER

1. PJKK Fitness Center: The Prince Jonah Kuhio Kalanianaʻole (PJKK) Federal Building hereby establishes the PJKK Fitness Center, including all exercise, locker, and shower facilities (collectively the "PJKK Fitness Center" or "Fitness Center") for the occasional use and enjoyment of the federal employees working at the PJKK Federal Building. The use of the PJKK Fitness Center is subject to the discretion of the General Services Administration and compliance with these Rules as well as the *Rules and Regulations Governing Public Buildings and Grounds*.
2. Eligibility for Use: Only those federal employees who work at the PJKK Federal Building and who have filed with GSA a signed *Indemnity, Waiver and Release of Liability* form may use the facility (such employees being hereafter referred to as "User" or "Users"). No other employee (friend, guest, or relative) is authorized to utilize the PJKK Fitness Center. Each User agrees to indemnify the United States for any and all claims for personal injury, death, or property damage against the United States arising in whole or in part from the unauthorized use of the facility by any such person brought into the facility at the invitation or assent of the User.
3. Release and Waiver of Claim of Liability: Each User voluntarily assumes full responsibility for any and all risks of injury due to the condition of the facility while in, about, or upon the PJKK Fitness Center. Each User acknowledges the risks inherent to participation in any exercise program, including, but not limited to, risks of muscle strain, muscle tears, bone fractures, heat-related illnesses, abnormal heartbeats, abnormal blood pressure, and heart attack. In exchange for permission to use the PJKK Fitness Center, the User agrees to waive any and all claims for personal injury, death, property damage, or theft against the United States arising in whole or in part from the use of the PJKK Fitness Center.
4. Controlled Access: Following the receipt of the *Indemnity, Waiver and Release of Liability*, each User will be given an individual security door combination for accessing the Fitness Center. Once given a combination, that combination is to be used only by the User to whom it has been assigned. No User of the facility is to give his or her combination to anyone else. As stated above in paragraph 2, the User agrees to indemnify the United States for any losses arising from or related to the User's facilitation of access to the PJKK Fitness Center Premises by unauthorized users.
5. General Information: The Fitness Center generally will be available for use 24 hours a day, 7 days a week. GSA is not responsible for lost or stolen articles in the Fitness Center. Air conditioning to the Fitness Center will be provided only during regular work hours. At all times each User shall behave in a courteous manner, respectful of the rights of other Users.
6. Utilization of the Equipment and Facilities: Each User understands that the PJKK Fitness Center does not have an operator or an instructor. Any and all exercise regimens and programs are the personal choice and decision of each User. All Users are cautioned to exercise due care when performing any exercise or using the equipment. At all times, Users shall use the equipment in the manner for which the manufacturer intended. Users are advised not to exercise

alone, but rather to utilize the "buddy system" when exercising. All equipment is to be used with care and remain at its designated location. Each User understands and acknowledges that the use of equipment in an improper manner may result in injury, and each User agrees that he or she shall not use equipment unless the User knows how to use the equipment properly. Any defects or problems with the equipment shall be immediately reported to GSA.

7. Attire: Athletic shoes and appropriate athletic attire shall be worn at all times by Users when using the PJKK Fitness Center.

8. Health & Injuries: It strongly is recommended that the User obtain a physical evaluation from a medical doctor prior to beginning any type of exercise program. The User is cautioned to immediately stop any form of exercise and seek medical attention, if the User feels faint, dizzy or otherwise injured. All injuries shall be reported to GSA and to the User's employer within 24 hours of the injury. In case of an emergency, please immediately call 911. The closest telephone is located. _____.

9. Eating, Drinking, and Smoking: Eating, drinking, and smoking in the facility is prohibited.

10. Radios and Recorders: Radios and recorders, if used, shall be played at a low volume. Anyone playing music shall honor the request from another User to turn the volume down.

11. Showers: The User is cautioned to exercise extreme care in and around the shower area. The surface may be slippery due to the presence of water and/or soap. It is strongly recommended that each User wear shower slippers to avoid slipping or falling in the shower. All Users are reminded to leave the shower area free of debris.

12. Suggestions, Complaints, Etc.: The Fitness Center operates for the benefit and enjoyment of authorized users. If you have any suggestions, complaints, etc., please direct them to GSA.

13. Revocation of Use Privilege: The use of the PJKK Fitness Center is a privilege not a right. GSA may, at its discretion, revoke the privilege to use Fitness Center if the User fails to comply with any of these Rules as well as the *Rules and Regulations Governing Public Buildings and Grounds*.

14. Amendment: GSA reserves the right to amend any and all of the Rules at any time.

**PJKK FITNESS CENTER
INDEMNITY, WAIVER AND RELEASE OF LIABILITY**

I have received a copy of the PJKK Fitness Center Rules and have read and understand these Rules. I agree to comply with and abide by all PJKK Fitness Center Rules.

I acknowledge the inherent risks associated with the use of exercise equipment at the PJKK Fitness Center, including, but not limited to, risks of muscle strain, muscle tears, bone fractures, heat-related illnesses, abnormal heartbeats, abnormal blood pressure, and heart attack. I fully understand that the PJKK Fitness Center does not have an operator or an instructor and thus that I personally am responsible for using the equipment and facilities, at my own risk, in a safe and reasonable manner.

On behalf of myself and my heirs, I hereby freely waive, and release the United States of America from, any and all claims for personal injury, death, property damage or theft against the United States of America arising from or related to, in whole or in part, my use of the PJKK Fitness Center.

I understand that access to the PJKK Fitness Center is limited to certain federal employees who have been authorized access by GSA (demonstrated by receipt of a personal security code). I specifically agree not to facilitate the use of the Fitness Center by unauthorized individuals.

I hereby agree to indemnify and defend the United States of America from any and all claims arising from or related to, in whole or in part, the unauthorized use of the facility by any unauthorized individual who gains access to the PJKK Fitness Center by my invitation, cooperation or assent.

PRINTED NAME

OFFICE PHONE

AGENCY

ROOM NUMBER

SIGNATURE

DATE

EMERGENCY NOTIFICATION. Please identify the individual to be contacted in case of an emergency.

Name: _____

Phone Number: _____

Address: _____

Relationship: _____